

**THE SCHOOL BOARD OF BREVARD COUNTY**  
**AGREEMENT FOR STATE LEGISLATIVE SERVICES**

This Agreement is made and entered into this 1st day of March, 2005, by and between the School Board of Brevard County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term and Renewal of Contract. The term of this Agreement shall be for a period of one year and shall begin on the 1<sup>st</sup> day of March, 2005 and expire on the 28<sup>th</sup> day of February, 2006. The Board reserves the right to renew this Agreement annually for up to two (additional) one year periods, upon mutual agreement with the Firm. The Board, through the Office of Purchasing Services shall, if considering to renew this Agreement, request a letter of intent from the Firm thirty (30) days prior to the end of the current Agreement period. Any renewals shall be subject to the same terms and conditions set forth in the initial Agreement. If required and upon mutual agreement the contract may be extended ninety (90) days beyond the contract expiration date.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in the proposal to the School Board of the Brevard County, Florida dated February 2, 2005 which is attached hereto and made a part hereof.

The Firm will assist the Board in enhancing its legislative interests pertaining to Capital Outlay and the Florida Education Finance Program. The Firm will assist the Board in identifying legislative opportunities and assist in the development of the Board's annual list of goals, priorities and specific proposals to seek appropriations and/or legislative and administrative remedies to strengthen the Board's programs and services. The Firm will work closely with the Superintendent and/or his designees in this project and will provide, at a minimum, the following services:

- A. Meet with the Board, Superintendent and Staff to assist in the development of the Board's annual list of goals, priorities and specific proposals. Identify which of these goals, priorities and specific proposals could be addressed through the legislative process and assist in developing written material for each request.
- B. Regularly provide the Board, Superintendent and Staff with any new information and actively seek opportunities to enhance the Board's interests and provide options as to legislative strategy when necessary.

- C. Be available to attend and participate at Board Meeting and Workshops.
- D. Monitor current state legislation and the budget process and report to the Board, both orally and in writing, any legislative events that may directly or indirectly impact the Board. Attend meetings as necessary.
- E. Identify pertinent hearings, before which the Board should appear and upon request provide oral and written testimony for hearings.
- F. By 5:00 PM each Friday during "Committee Weeks" and Session the Firm is to provide the Superintendent and/or his designees with a report of the past week's activities affecting the Board's substantive and appropriations issues and any other issues that could positively or negatively impact the Board.
- G. Advocate with the Brevard County Legislative Delegation as well as other key members of the Legislature and state agencies in support of the Board's goals, priorities and proposals.
- H. At the conclusion of the Session, prepare a final report, including the final status of the Board's priorities and a summary of the impact of major legislative changes on Brevard County and the Board.
- I. Monitor various state agency actions for potential impact on Brevard County and, in the event that action is needed, advise the Board.
- J. Perform other duties related to legislation as may be periodically required.

The Board reserves the right to revise and/or expand the scope of services as needs may arise.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

- A. Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Twenty-Four Thousand dollars (\$24,000) for the twelve (12) months. Such fee will be billed at Two Thousand dollars (\$2,000) per month in twelve (12) installments commencing on April 1, 2005 (in the arrears).
- B. Out of Pocket Expenses. Out of pocket expenses shall be paid in addition to the "fees". Expenses will include the following: Fax Copies; Supplies; Xerox Copies; Long Distance Telephone Calls to or on behalf of the Board; Postage, Overnight Delivery and Travel at State rates. All Travel must be approved in advance by the Superintendent and/or his designee.

5. Indemnification. The Firm agrees to indemnify and hold harmless the Board from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Firm, its delegates, agents or employees, or due to any act

or occurrence of omission or commission of the Firm, including but not limited to costs and reasonable attorney's fee. The Board may, at its sole discretion, defend itself or allow the Firm to provide the defense.

6. Cancellation Due to Non-Appropriation of Fiscal Funding. The Board reasonably believes that sufficient fiscal funds shall be obtained for the term of this Agreement. The Board reserves the right, within thirty (30) days after the beginning of the next fiscal year (July 1, 2005) and upon written notice, to terminate this Agreement without further obligation if funds are not appropriated.

7. Cancellation. This Agreement may be terminated by the Board without cause by giving a minimum of thirty (30) days written notice of intended to termination. Fees and expenses shall be maintained until the end of the thirty (30) day period. The Board may terminate this Agreement at any time as a result of the Firm's failure to perform in accordance with the terms and conditions. The Board may retain or withhold payment for nonperformance if deemed appropriate to do so by the Board.

The Board reserves the right to immediately cancel this Agreement pending final determination of charges of unethical business practices and/or conviction of a public entity crime. The Board may, at its sole discretion, cancel this Agreement if it determines that unethical business practices were involved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF BREVARD COUNTY

By: 

Larry E. Hughes, Chairman

MIXON & ASSOCIATES, INC.

By: 

M. Juhan Mixon, Ed.D., President

ATTEST

By: 

Dr. Richard A. DiPatri, Superintendent

## **EXHIBIT "PERFORMANCE CRITERIA"**

### **GENERAL GOVERNMENT**

- A. Notify the District of priority items relating to the legislative recommendations of the Commissioner of Education and Governor.
- B. Obtain copies of bills related to education for review by Board Members and District staff, and to assist staff in presenting before the legislature. Inform District staff regarding calendars, events, committees, etc., which would have an impact on Brevard County's educational initiatives.
- C. Meet with Board Members and facilitate their contacts with legislators, Department of Education staff, Governors Office and Members of the State Board of Education.
- D. Assist the District in developing funding alternatives for new facilities.
- E. Communicate with the Board's Chairperson and the Board's Legislative Chairperson on a regular basis throughout the year.
- F. Represent the Board and District at meetings with the Commissioner of Education, Governor's staff, and agency staff to discuss positions and priorities of the District when needed.
- G. Meet with Brevard County School District administrative staff and the Board annually to answer questions and review priorities regarding legislative actions.
- H. Attend and represent the Board at the Revenue Estimating, Lottery Estimating and FTE Estimating Conferences and in meetings with the Department of Education's staff when interests of the Board are at issue.
- I. Maintain regular and frequent contact with the District administrative staff by telephone and provide written reports to the Board on activities of the Legislature throughout the Session. Provide the Superintendent and each Board Member with a summary of Legislation book at the conclusion of the session.
- J. Work with the District's Finance Officer and Superintendent to determine impact and strategy for influencing legislative funding proposals. Establish links with those offices so that legislative funding alternatives can be immediately analyzed by the District's staff to determine the impact on the District.
- K. Request and arrange for District staff to testify on issues before the Legislature.

## STATE BOARD OF EDUCATION AND AGENCY

- A. Monitor, actively assist, and expedite District projects and concerns in the Department of Education, including, but not limited to, proposals, audits, plant surveys, program reviews, HRMD, management plans, Professional Practices cases, and certification problems.
- B. Inform the District of the criteria and process for evaluation of projects, obtain status of plans submitted to the Department of Education, and serve as an extension of the District's staff in Tallahassee.
- C. Represent the District's concerns before other state agencies, including, but not limited to; the Auditor General, Health and Rehabilitative Services, Environmental Regulations and the Department of Natural Resources.
- D. Schedule meetings, involving Board Members and District staff, with members of the State Board of Education, appropriate Department of Education staff, and other agency personnel upon request.
- E. Consult with members of the State Board of Education and/or their staff to provide data and information to said members which would positively influence the outcome of the State Board of Education activities, including drafting or revising language in laws, and making recommendations which would reflect changes consistent with the District's objectives.
- F. Provide conference room space in the Firm's offices when meetings are scheduled in Tallahassee.
- G. E-Mail Status Reports of bills of interest on a weekly basis. (Bills shall be e-mailed by subject, e.g. Pre-K, Elem. Ed., Sec. Ed., Finance, Curriculum, etc.)
- H. E-Mail on an immediate (daily) basis the activities of bills of special interest as identified by the School Board.
- I. Furnish research relating to areas of legislative interest, including the history of bills, as requested by the School Board.